

NORTHAMPTON COUNTY COUNCIL - EASTON, PA

Ordinance No.

SESSION . 2019

Bill No. 751

Introduced by Lori Vargo Heffner and Tara M. Zrinski on January 7, 2019

Enacted

Effective

Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO TEMPORARILY LEASE OFFICE SPACE IDENTIFIED AS 301 BROADWAY, SUITE MEZ 101 AND ROOMS IN MEZ 100, BETHLEHEM, PENNSYLVANIA FROM SYCAMORE HILL FARM DEVELOPMENT LP, BETHLEHEM, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14 Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves of the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchase, conveys, leases or authorizes the purchase, conveyance or lease of any real property of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton, Easton, Pennsylvania, to enter into an interim or temporary lease, from Sycamore Hill Farm Development LP, Bethlehem, Pennsylvania, office space identified as 301 Broadway, Suite MEZ 101 and rooms in MEZ 100, Bethlehem, Pennsylvania, for an initial rent of \$3,000.00 per month. The terms and conditions of the lease shall be in accordance with the lease agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the ____ day of _____ 2019 and was adopted by the Northampton County Council on the ____ day of _____ 2019.

Attest:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice-President

Lamont G. McClure
County Executive

Temporary Lease Agreement
Pennsylvania District Court No. 03-02-10

This Lease Agreement is made and entered into on the ____ day of December, 2018, between Sycamore Hill Farm Development LP, located at 301 Broadway, Suite 500, Bethlehem, PA 18015, referred to in this Lease Agreement as "Lessor", and the COUNTY OF NORTHAMPTON, a Pennsylvania municipal corporation, located at Northampton County Government Center, 669 Washington Street, Easton, PA 18042, referred to in this Lease Agreement as "Lessee".

LESSOR LEASES TO LESSEE, AND LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT 301 BROADWAY, SUITE MEZ 101 AND ROOMS IN MEZ 100(SEE EXHIBIT 1), HEREINAFTER CALLED "LEASED PREMISES".

ARTICLE 1 – TERM

1.01. Lease Agreement Term

The term of this Lease Agreement shall commence on November 1, 2018 and end on the first of the month after the Court moves into other space covered by the long-term lease. **This shall be considered an interim or temporary lease.** If the court is not in the space covered by the long-term lease by May 30, 2019, the Lease Agreement will continue to renew on a month to month basis until the Lessee terminates it within 30 days' written notice to Lessor or until the Court moves into the space covered by the long-term lease.

1.02. Automatic Renewal

This Lease Agreement will continue to renew on a month to month basis after May 30, 2019 except for each month of renewal the rent would be \$2000.00 per month. This Lease Agreement shall continue to renew unless terminated by the Lessee in accordance with this section of this Lease Agreement.

ARTICLE 2 – RENT

2.01. Initial Rent

Lessee will pay to Lessor the sum of \$3000.00 per month from the commencement of the term of this Lease Agreement and continuing throughout the original Lease Agreement term, on the first day of each month.

ARTICLE 3 – USE OF PREMISES

3.01. Permitted Use

Lessee will use the Leased Premises for the operation of a District Court of the Minor Judiciary of the Commonwealth of Pennsylvania and all related functions.

3.02. Signs

Lessee shall have the right to erect signs on the outside of the Leased Premises in accordance with all applicable State and Municipal laws, ordinances, and regulations and in coordination with the lessor. The lessor will endeavor to create flexible signage which can be reused for the long term space. Signage costs will be responsibility of the Lessee.

3.03. Governmental Functions

It is understood and agreed between the Parties hereto that the purpose for which these Leased Premises are being leased is a governmental function, thereby granting the Lessee the authority to terminate this Lease Agreement.

3.04. Use of Common Areas

As may be applicable to the Leased Premises, restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Building are for the joint use of all Lessees of the Building. Lessee and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly and sanitary manner in cooperation with all other Lessees and their officers, employees, agents, and invitees. This includes use of the Community Room on the 5th Floor as available and scheduled in advance.

ARTICLE 4 – SERVICES, MAINTENANCE, AND SURRENDER

4.01. Services and Maintenance by Lessor

Lessor shall furnish the Leased Premises with all utilities and services required by any local, state or federal law or regulation, including, but not limited to, the following services and maintenance:

- (a) *Heat and Air Conditioning:* Heat, ventilation, and air conditioning to provide and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 68 degrees Fahrenheit nor higher than 74 degrees Fahrenheit, and a relative humidity of not more than 50%.
- (b) *Elevators:* If applicable, elevator service in common with other Lessees and occupants of the Building and the invitees of Lessees and occupants.
- (c) *Electricity:* Lessor shall provide electric current service for lighting and ordinary business appliances. Lessee will operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania. It shall be Lessor's responsibility to provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.

- (d) *Telephone*: Lessor shall provide that telephone lines are and continue to be accessible to the Leased Premises. Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the Leased Premises.
- (e) *Water*: Hot and cold water for all lavatory and drinking purposes.
- (f) *Plumbing*: Operating bathroom facilities within the Leased Premises.
- (g) *Parking*: Lessor shall provide adequate parking for employees and public use. In any event, Lessor shall provide not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees.
- (h) *Janitorial Service*: Removal of trash and garbage, recycling costs, and replacement of light globes or fluorescent tubes in the lighting fixtures.
- (i) *Carpeting*: Lessor shall provide and maintain commercial grade carpeting in good condition throughout the term of this Lease Agreement. Lessee shall have the right to approve the color of such carpeting prior to installation. The carpeting shall cover all office space wall to wall and cover at least one-third of the Magisterial District Judge's Courtroom in an area to be designed by the Lessee. This includes periodic carpet extraction.
- (j) *Paint*: Lessor shall paint the Leased Premises every three (3) years as designated by the Lessee in a color acceptable to the Lessee.
- (k) *Maintenance of Common Areas*: Maintenance of the public and common areas of the Building and the property on which the Building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, lawns, courtyards, and parking areas, in reasonably good order and condition, including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas upon a timely basis by Lessor.
- (l) *Maintenance of Building Structure*: Lessor shall be solely responsible for the maintenance of the structure of the Building that houses the Leased Premises, including but not limited to, the roof, exterior walls, (including windows), floors and foundation. Lessor shall make all repairs, which may be needed to the mechanical, HVAC, electrical and plumbing systems in and serving the Leased Premises, and all repairs to exterior windows and glass in a timely fashion.

4.02. *Maintenance of Services*

Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, and other systems set forth in Paragraph 4.01., and such other systems as are required to perform and maintain the above services.

All such services shall be in operating order twenty-four (24) hours per day. If any such system shall not be in proper operating order for a period in excess of twenty-four (24) hours, then Lessee shall have the right to repair and maintain said non-operating system and to abate the monthly rental payment otherwise due under the terms of Article 2 above until such time as the services are fully restored.

4.03. *Maintenance and Surrender by Lessee*

Except as provided in Paragraph 4.01., Lessee shall maintain the Leased Premises throughout this Lease Agreement term and any extensions of that term, and keep them free from waste or nuisance.

At the termination of this Lease Agreement, Lessee shall deliver the Leased Premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage by fire, flood, or other casualty.

ARTICLE 5 – TAXES

5.01. *Real Property Taxes and Assessments*

Lessor shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises during the term of this Lease Agreement, including any special assessments imposed on or against the Leased Premises for the construction or improvement of public works.

5.02. *Payment of County Taxes*

Lessor certifies, as a condition precedent to the execution of this Lease Agreement, and as an inducement for the Lessee to execute same, that Lessor is not delinquent on any taxes owed to Northampton County.

Delinquent is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Northampton County Tax Claim Bureau.

Lessor further agrees, as a specific condition of this Lease Agreement, that it shall remain current on all of the taxes it owes to Northampton County.

Should Lessor become delinquent on any taxes it owes to Northampton County during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by the Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes the Lessee to apply funds when due Lessor directly to the taxes owed to Northampton County until said taxes are paid in full.

In the event Lessor becomes delinquent, it hereby authorizes the Lessee to make direct payment to the taxing authority in order to bring Lessor's Northampton County taxes current.

ARTICLE 6 – ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01. *Consent of Lessor*

Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor.

Consent for nonstructural alterations, additions, or improvements shall not be unreasonably denied by Lessor.

6.02. *Fixtures*

Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances and regulations.

Lessee shall have the right to remove such items at the termination of this Lease Agreement.

Prior to the termination of this Lease Agreement, Lessee must repair any damage caused by removal of any fixtures.

Any fixture or fixtures that have not been removed by Lessee at the termination of this Lease Agreement shall become the property of Lessor.

ARTICLE 7 – DAMAGE OR DESTRUCTION

7.01. *Notice to Lessor*

If the Leased Premises or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, flood or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor.

7.02. *Total Destruction*

If the Leased Premises are totally destroyed by fire, flood or other casualty, or if the Building or Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessee's reasonable judgment, be completed within thirty (30) working days, this Lease Agreement shall terminate, and rent shall be abated for the unexpired portion of this Lease Agreement, effective as of the date of written notification as provided in Paragraph 7.01.

7.03. Partial Destruction

If the Leased Premises are damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) days, this Lease Agreement shall not be terminated except as provided in subparagraphs (a) and (b).

- (a) If the partial destruction of the Leased Premises occurs prior to the final two (2) months of this Lease Agreement term, Lessor shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage.

If the Leased Premises are untenable in whole or in part following such damage, the rent payable during the period in which they are untenable shall be abated.

In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease Agreement by ten (10) days written notice to Lessor.

On such notification, all rights and obligations under this Lease Agreement shall cease.

- (b) If partial destruction of the Leased Premises occurs in the final two (2) months of this Lease Agreement term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Leased Premises, or if the insurance proceeds available for restoration are not sufficient to restore the Leased Premises to substantially its condition prior to the casualty, Lessor need not rebuild or repair the Leased Premises and shall notify Lessee in writing of its intention not to rebuild or repair.

If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, Lessee may terminate this Lease Agreement as of the date of Lessee's notice described in Paragraph 7.01 above, or to continue this Lease Agreement with the rent for the remainder of this Lease Agreement period adjusted equitably.

Lessee shall notify Lessor of such election within thirty (30) days after receipt of Lessor's notice described above.

ARTICLE 8 – INSURANCE

8.01. *Lessor Property Insurance*

Lessor shall, at Lessor's sole expense, secure and maintain during the term of this Lease Agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Leased Premises and other improvements on the Leased Premises, provided that insurance in that amount can be obtained, and if not then the highest percentage that can be obtained.

8.02. *Lessor Liability Insurance*

Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary and/or excess policies having a combined single limit for any one occurrence of not less than \$500,000.00.

8.03. *Lessor Certificate of Insurance*

Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in accordance with Paragraphs 7.03 (a) and 7.03 (b) are in effect.

All policies of insurance will require the insurer to notify Lessor and Lessee at least thirty (30) days prior to cancellation, amendment or revision of coverage.

8.04. *Lessee Property Insurance*

Lessee shall, at Lessee's sole expense, secure and maintain during the term of this Lease Agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Lessee's property, provided that insurance in that amount can be obtained, and if not then for the highest percentage that can be obtained.

8.05. *Lessee Liability Insurance*

Lessee shall, at Lessee's sole expense secure and maintain during the term of this Lease Agreement, a comprehensive policy of general liability naming Lessor as an additional insured.

ARTICLE 9 – CONDEMNATION

9.01. *Total Condemnation*

If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof or if any or part of the Building is taken by condemnation, then this Lease Agreement shall terminate on the date when title vests in the condemning authority.

9.02. *Partial Condemnation*

If any part of the Leased Premises shall be taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the Lessee, or if any of the Building is taken or conveyed and in Lessor's sole opinion it would be impractical, or the condemnation proceeds are insufficient to restore the remainder of the Building, then the term of this Lease Agreement shall cease and terminate as of the date on which title to the Leased Premises or Building vests in the condemning authority.

In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for the business of Lessee, in Lessee's sole opinion, this Lease Agreement shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of this Lease Agreement.

9.03. *Lessee's Damages*

Lessee shall have the right to claim and recover from the condemning authority, or from the Lessor if appropriate, such compensation as may be separately awarded or recoverable by Lessee under the Eminent Domain Code in Lessee's own right.

ARTICLE 10 – ACCESS AND INSPECTION BY LESSOR

10.01. *Lessor's Right to Access and Inspection*

Lessor and its officers, agents, employees, and representatives shall have the right to enter the Leased Premises, at reasonable hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary, or to show the Leased Premises to prospective lessees, purchasers, or lenders.

ARTICLE 11 – ASSIGNMENT AND SUBLEASE

11.01. *Assignment and Subletting by Lessee*

Lessee reserves the right to assign this Lease Agreement, or sublet any or all of the Leased Premises, during the term of this Lease Agreement or any extension thereof, with the prior written approval of Lessor.

Such written authorization shall not be unreasonably withheld by Lessor.

ARTICLE 12 – DEFAULT

12.01. Lessee's Default

Each of the following events shall be deemed to be events of default by Lessee under this Lease Agreement:

- (a) Lessee fails to promptly pay any installment of rent due under this Lease Agreement, except when abatement of rent is permitted herein.
- (b) Lessee fails to comply with any term, provision, or covenant of this Lease Agreement, other than the payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.

12.02. Remedies for Default

On the occurrence of any event of default specified in Paragraph 12.01., Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03. Lessor's Default

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease Agreement, Lessee may elect to do either one of the following:

- (a) After not less than ten (10) days' notice to Lessor, Lessee may remedy such default by any necessary action and in connection with such remedy, may pay expenses and employ counsel.

All sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand.

On failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this Lease Agreement

- (b) Lessee may terminate this Lease Agreement on giving at least ten (10) days' notice to Lessor of such intention.

In the event Lessee elects this option, this Lease Agreement will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the ten (10) day period.

12.04. Cumulative Remedies

Pursuit of any of the remedies provided in this Lease Agreement by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.

Pursuit of any remedy provided in this Lease Agreement or by law by either Party shall not constitute a forfeiture or waiver of any damages accruing to either Party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease Agreement.

Nor shall pursuit of any remedies provided in this Lease Agreement by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease Agreement.

12.05. Waiver of Default

No waiver by either part of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Lease Agreement. Forbearance by either Party to enforce one or more of the remedies provided in this Lease Agreement or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 13 – COUNTY ADMINISTRATIVE CODE PROVISIONS

13.01. Breach of Lease Agreement

- (a) The Lessor agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this Lease Agreement.
- (b) When a breach of this Lease Agreement has occurred, the Lessee in the exercise of its discretion may allow the Lessor a specified period of time to correct its breach of this Lease Agreement. Such period of time shall not exceed thirty (30) days.
- (c) If Lessor does not correct its violation of this Lease Agreement as specified, the Lessee may terminate this Lease Agreement in whole or in part if such partial termination is in the best interest of the Lessee.

13.02. Undue Influence

Lessor agrees not to hire any Northampton County personnel who have exercised discretion in the awarding, administrating, or continuance of this Lease Agreement for up to and including one year following the termination of the employee from Northampton County service. Failure to abide by this provision shall constitute a breach of this Lease Agreement.

13.03. Conflict of Interest

Lessor agrees to notify in writing the Lessee as soon as Lessor learns that:

- (a) A current employee of Northampton County has commenced, or is intending to commence, employment with the Lessor while continuing to maintain Northampton County employment, or
- (b) A current employee of Northampton County has performed, or is intending to perform, services to Lessor as an independent contractor while continuing to maintain Northampton County employment. Written notice required to be given under this section shall specify the Northampton County employee's name and the nature and commencement date of the Northampton County employee's employment or contract with the Lessor.

13.04. Appropriation of Funds

This Lessee Agreement is contingent upon the proper appropriation of funds by Northampton County Council, in accordance with the Northampton County Home Rule Charter and Administrative Code.

13.05. Non-Appropriation of Funds

In the event of non-appropriation of funds, at any time during the term of this Lease Agreement, which would prevent the Lessee from making payment under the terms and conditions of this Lease Agreement, the Lessee may terminate this Lease Agreement, without the assessment of any termination charges or financial penalties against the Lessee by providing written notice of intent to terminate to the Lessor.

ARTICLE 14 – MISCELLANEOUS

14.01. Americans with Disabilities Act

Lessor and Lessee agree that accommodations can be made such that the leased premises comply with all provisions of the Americans with Disabilities Act.

14.02. Notices and Addresses

All notices to be given under this Lease Agreement shall be given by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper Party, at the following addresses:

LESSOR: Sycamore Hill Farm Development LP
 301 Broadway, Suite 500
 Bethlehem, PA 18015

LESSEE: County of Northampton
 Office of the Solicitor
 Northampton County Government Center
 669 Washington Street
 Easton, PA 18042

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this paragraph.

Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail.

14.03. *Binding Successors and Assigns*

All rights and liabilities given to, or imposed on, the respective Parties to this Lease Agreement shall extend to and bind the several respective successors and assigns of the Parties when otherwise permitted by this Lease Agreement.

14.04. *Reasonableness*

In all instances where Lessor or Lessee's consent, permission, or approval is required, the same shall not be unreasonably refused, withheld or delayed.

14.05. *Pennsylvania Law to Apply*

This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

14.06. *Legal Construction*

In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement.

This Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Lease Agreement.

14.07. *Prior Agreements Superseded*

This Lease Agreement constitutes the only agreement between Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Lease Agreement.

14.08. *Amendment*

No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the Lessor and Lessee.

14.09. *Time of Essence*

Time is of the essence in regard to this Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto execute this Lease Agreement and intend to be legally bound hereby.

LESSOR: SYCAMORE HILL FARM
DEVELOPMENT LP

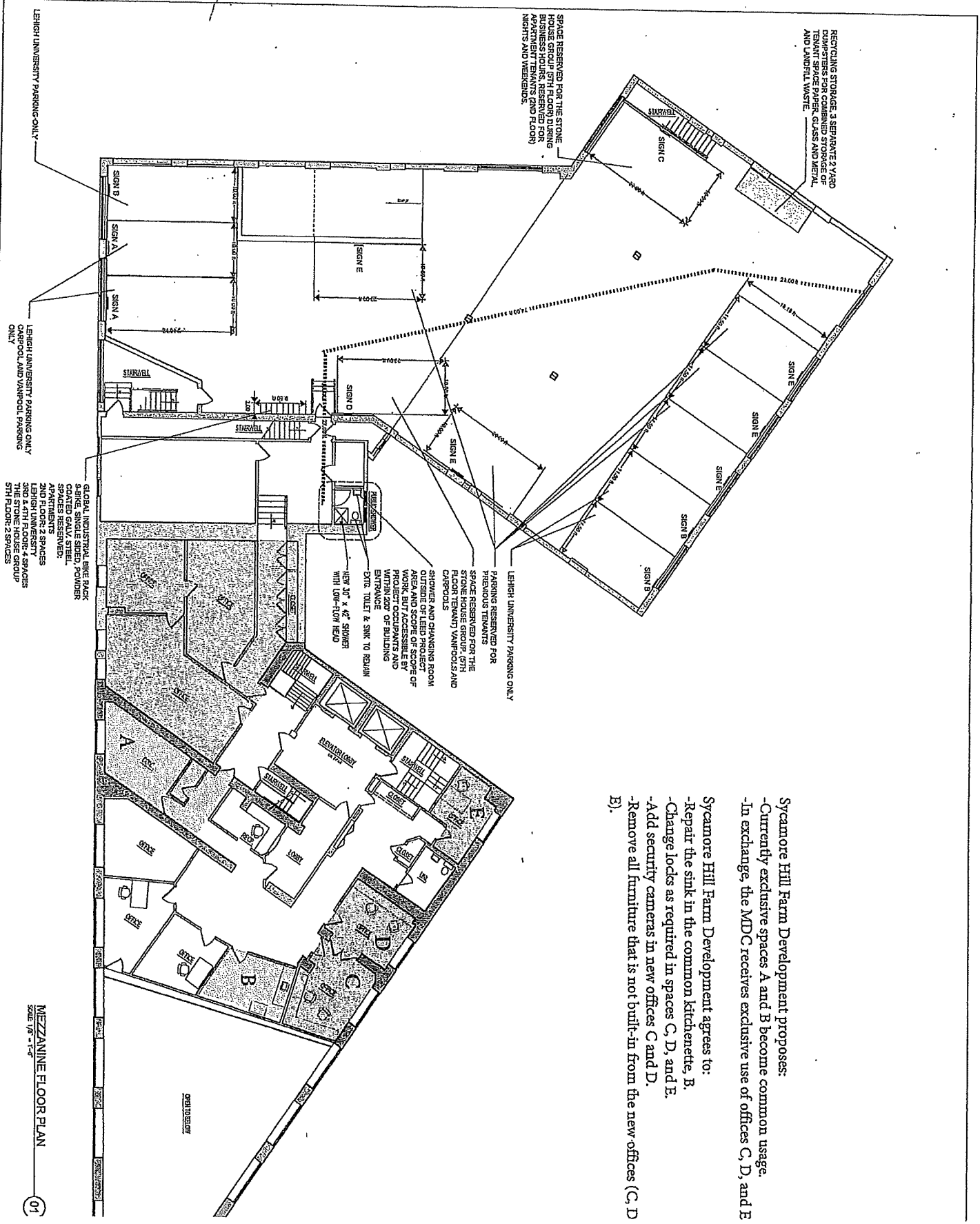
LESSEE: COUNTY OF NORTHAMPTON

County Executive

DATED: _____

DATED: _____

Exhibit 1



- Sycamore Hill Farm Development proposes:
- Current exclusive spaces A and B become common usage.
 - In exchange, the MDC receives exclusive use of offices C, D, and E
- Sycamore Hill Farm Development agrees to:
- Repair the sink in the common kitchenette, B.
 - Change locks as required in spaces C, D, and E.
 - Add security cameras in new offices C and D.
 - Remove all furniture that is not built-in from the new offices (C, D and E).

MEZZANINE FLOOR PLAN
SCALE 1/8" = 1'-0"